IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

HOUSTON LIGHTING & POWER COMPANY, Plaintiff	§	
	§	C.A. No.
VS.	§	H-94-908
THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL UNION NO. 66, Defendant.	§	

FINAL ORDER

In accordance with the Court's order issued this day, it is hereby

ORDERED that Plaintiff's Motion for Summary Judgment (Entry #5) is **DENIED** and Defendant's Motion for Summary Judgment (Entry #9) is **GRANTED.**

THIS IS A FINAL ORDER.

SIGNED this 25th day of August, 1994 at Houston, Texas.

SIGNED: s/NORMAN W. BLACK

CHIEF JUDGE

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

HOUSTON LIGHTING & POWER COMPANY, Plaintiff	§	
	§	C.A. No.
VS.	§	H-94-908
THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL UNION NO. 66, Defendant.	§	

ORDER

This action to set aside an arbitration award was filed by Houston Lighting & Power Company ("HL&P") and is currently before the Court on cross-motions for summary judgment. The facts are undisputed. During a 1992 reduction-in-force at HL&P and its sister company Utility Fuels, Inc., Sam Thornal was laid off and more junior employees were retained. The Union brought a grievance on behalf of Thornal, and the matter proceeded to arbitration. The arbitrator sustained the grievance, finding that Thornal possessed skills and abilities equal to or superior to those of the more junior employees retained.

The role of the federal court in actions regarding arbitration awards is extremely limited. The merits of the award are not before the Court, and the award must be enforced if it draws its essence from the collective bargaining agreement. Steelworkers of America v. Enterprise Wheel & Car Corp., 363 U.S. 593 (1960). Recognizing the limited scope of the federal court's review, Plaintiff alleges that the arbitrator's award did not draw its essence from the collective bargaining agreement and that it exceeded the arbitrator's authority. The Court finds these allegations to be without merit.

The submitted issue in the arbitration was whether or not the Company had violated the collective bargaining agreement by laying off Thornal out of line of seniority. The arbitrator found that the company had violated the agreement and ordered Thornal's reinstatement. Indeed, Plaintiff states in its brief "The arbitrator's sole function is to determine whether the Union or UFI [now HL&P] was correct in deciding that Thornal was less qualified than the junior employees whom UFI retained over him." This is exactly what the arbitrator did. The arbitrator determined that the Company failed to carry its burden of proof that Thornal should have received a lower rating than the employee who scored 2 points higher. Therefore,

according to the arbitrator, Thornal and the more junior employee were relatively equal and Thornal, the more senior, should have been retained. This decision clearly draws its essence from the collective bargaining agreement and is in complete compliance with the authority given the arbitrator.

Plaintiff argues that the discussion by the arbitrator regarding his prior experience in the federal public sector establishes that sources outside the collective bargaining agreement were the basis for the decision. The dicta relied upon by Plaintiff, however, follows a thorough analysis of the collective bargaining agreement at issue and of the relative evaluations of Thornal and the junior employee and does not provide the basis for the arbitration award.

Based upon the foregoing, the Court finds no basis to set aside the arbitration award. As a result, Plaintiff's motion for summary judgment should be denied and Defendant's motion should be granted. An appropriate final order consistent herewith shall be issued this day.

SIGNED this 25th day of August, 1994, at Houston, Texas.

SIGNED: s/NORMAN W. BLACK
CHIEF JUDGE